

**AMENDMENT NUMBER ONE**  
**TO AN AGREEMENT**  
**BETWEEN THE CITY OF FRISCO, TEXAS (CITY)**

**AND**

**DONNA L. DOBBERFUHL (ARTIST)**

**FOR**

**THE FABRICATION AND INSTALLATION OF THE PROPOSED**  
**"FABRIC OF FRISCO-AGRICULTURE**  
**And**  
**"FABRIC OF FRISCO"- EDUCATION**  
**for**  
**(PRESTON ROAD, PHASE 2 PROJECT) (PROJECT)**

Made as of the 16 day of March in the year Two Thousand Nine:

**BETWEEN** the City:      **The City of Frisco, Texas**  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
Telephone: (972) 292-5400  
Facsimile: (972) 731-4945

and the Artist:      Donna L. Dobberfuhr  
Sculptural Designs Atelier  
San Antonio, Texas 78215-1251  
Telephone: 210 224-0220  
Facsimile: 210 224-0220

for the following Project:      Fabrication and Installation of the proposed "Fabric of Frisco  
- Agriculture" and "Fabric of Frisco – Education" for Preston  
Road Phase 2.

The City and Artist agree as set forth below:

**THIS AMENDMENT NUMBER ONE** is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Donna L. Dobberfuhr, hereinafter referred to as "Artist," to be effective from and after the date as provided herein the "Amendment Number One."

**WHEREAS**, the City and Artist entered into that certain Agreement for professional artist services to fabricate and install the proposed "Fabric of Frisco - Agriculture" and "Fabric of Frisco - Education" submitted for the Preston Road Phase 2 public art competition in May of 2005, hereinafter referred to as "Project;" and

**WHEREAS**, the City and Artist desire to amend the Agreement for the purposes of delaying the installation, designating storage of Project with City until the time of installation, allowing for the possibility of any significant increase in cost prior to the Artist's final compensation, and to amend Article 3.4, the Completion Schedule, Project Billing, and Project Budget; and

**WHEREAS**, the City and Artist desire to amend the Agreement as hereinafter set forth.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Artist do mutually agree as follows:

1. **Installation and Adjusted Compensation.** City and Artist agree that this Amendment Number One amends the Agreement for the purposes of delaying the installation, designating storage of Project with City until the time of installation, allowing for the possibility of any significant increase in cost prior to the Artist's final compensation, as more particularly described in the following exhibits and articles attached hereto and incorporated herein for all purposes:
  - a. Exhibit "A," Amended Completion Schedule/Project Billing/Project Budget.
  - b. Exhibit "B", Article 3.4 "Adjusted Compensation".
2. **Complete Agreement.** This Amendment Number One, including the exhibits attached hereto labeled "A" through "B," both of which are incorporated herein for all purposes, constitutes the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral

understandings. This Amendment Number One may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibit "B" and Article 3.4 are attached hereto and made a part of the Agreement and this Amendment Number One.

3. **Counterparts.** This Amendment Number One may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number One. A facsimile signature will also be deemed to constitute an original if properly executed.
4. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement.
5. **Defined Terms / Ratification of Agreement.** Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.
6. **Authority to Execute.** The individuals executing this Amendment Number One represent and warrant that they are empowered and duly authorized to so execute this Amendment Number One on behalf of the parties they represent.
7. **Entire Agreement / Amendment Number One.** This Amendment Number One, and the Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.
8. **Venue.** The Agreement and Amendment Number One shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
9. **Assignment.** This Amendment Number One may not be assigned except as authorized in the Agreement.

**IN WITNESS HEREOF**, the parties have executed this Amendment Number One to the Agreement, and caused this Amendment Number One to be effective on the latest day as reflected by the signatures below.

**CITY**

**ARTIST**



The City of Frisco, Texas

By: \_\_\_\_\_  
George Purefoy  
Title: City Manager

By: \_\_\_\_\_  
Name  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Abernathy, Roeder, Boyd and Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: \_\_\_\_\_

STATE OF TEXAS:

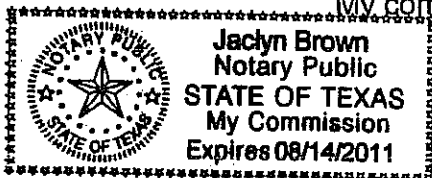
COUNTY OF Bexar:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Donna Dabbertuhl, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF MARCH, 2009.

Jaclyn Brown  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 8-14-11



**EXHIBIT "A"**  
**Amendment Number One to Agreement by and between**  
**the City of Frisco, Texas (City) and Donna L. Dobberfuhr (Artist)**  
**to fabricate and install the proposed "Fabric of Frisco, Education and "Fabric of**  
**Frisco, Agriculture" submitted for the**  
**Preston Road, Phase 2 Project (Project)**

**COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.**

**"FABRIC OF FRISCO – AGRICULTURE"**

TASK	DESCRIPTION	PAYMENT	TIMELINE
1	Execution of Agreement and Notice to Proceed. Insurance documentation sent to City.	\$34,911.00	January, 2009
2	Approval of brick carving. Stamped engineered drawings submitted	\$34,910.00	March, 2009
3	Firing completion/ready to ship/city inspection	\$14,962.00	June, 2009
4	Delivery and storage with the City, final acceptance by project manager, submit maintenance worksheets, dedication.	\$6,962.00	August, 2009
5	Final Installation, dedication	\$8,000.00	January, 2012
<b>TOTAL</b>		<b>\$99,745.00</b>	

**"FABRIC OF FRISCO – EDUCATION"**

TASK	DESCRIPTION	PAYMENT	TIMELINE
1	Execution of Agreement and Notice to Proceed. Insurance documentation sent to City.	\$34,911.00	January, 2009
2	Approval of brick carving. Stamped engineered drawings submitted	\$34,910.00	March, 2009
3	Stamped engineered drawings submitted. Firing completion/ready to ship/city inspection	\$14,962.00	June, 2009
4	Delivery and storage with the City, final acceptance by project manager, submit maintenance worksheets, dedication.	\$6,962.00	August, 2009
5	Final Installation, dedication	\$8,000.00	January, 2012
<b>TOTAL</b>		<b>\$99,745.00</b>	

## **EXHIBIT "B"**

**Amendment Number One to Agreement by and between  
the City of Frisco, Texas (City) and Donna L. Dobberfuhr (Artist)  
to fabricate and install the proposed "Fabric of Frisco, Education and "Fabric of  
Frisco, Agriculture" submitted for the Preston Road, Phase 2 Project (Project)**

### **"...ARTICLE 3.4 ADJUSTED COMPENSATION**

**3.4 Adjusted Compensation** - If the Scope of the Project or if the cost of the Artist's services are materially changed; the amounts of the Artist's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Artist as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. The City may allow for a percentage increase for Fabric of Frisco- Agriculture and "Fabric of Frisco-Education", upon request by the Artist, should the market for masonry fabrication increase. The City shall not approve an increase in the cost of masonry fabrication of more than 10%.